

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

WESTROCK CP, LLC,)	
)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION FILE
)	
WALL TIMBER PRODUCTS, INC.,)	NO. 1:18-CV-05740-WMR
RADIUM2 CAPITAL, INC., INFLUX)	
CAPITAL, LLC, BIZFUND, LLC,)	
AND ACE FUNDING SOURCE,)	
LLC,)	
)	
Defendants.)	

**DEFENDANT BIZFUND, LLC'S ANSWER TO WESTROCK CP, LLC'S
INTERPLEADER COMPLAINT**

COMES NOW, Defendant Bizfund, LLC in the above styled interpleader and
hereby Answers as follows:

PARTIES, VENUE AND JURISDICTION

1. Bizfund, LLC admits to receiving a courtesy copy of Westrock CP, LLC's Interpleader Complaint by e-mail, but Bizfund, LLC denies that said courtesy copy of the Interpleader Complaint constituted proper service and/or service of process. Bizfund, LLC is without sufficient information or belief in which to respond to the other allegations contained in paragraph 1, and therefore, denies same.
2. Bizfund, LLC admits clauses 1 and 2 of paragraph 2 of Westrock CP, LLC's Interpleader Complaint. Bizfund, LLC is without sufficient information or belief in which to respond

to clauses 3 and 4 of paragraph 2 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.

3. Bizfund, LLC is without sufficient information or belief in which to respond to paragraph 3 of Westrock CP, LLC's Interpleader Complaint; and, therefore, denies same.
4. Bizfund, LLC is without sufficient information or belief in which to respond to paragraph 4 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
5. Bizfund, LLC admit clauses 1 and 2 of paragraph 5 of Westrock CP, LLC's Interpleader Complaint.
6. Bizfund, LLC is without sufficient information or belief in which to respond to paragraph 6 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
7. Bizfund, LLC admits clauses 1 and 2 of paragraph 7 of Westrock CP, LLC's Interpleader Complaint. Bizfund, LLC is without sufficient information or belief in which to respond to footnote 1 and Clause 3 of Paragraph 7 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
8. Bizfund, LLC admits Paragraph 8 of Westrock CP, LLC's Interpleader Complaint.
9. Bizfund, LLC admits Clauses 1 and 2 of Paragraph 9 of Westrock CP, LLC's Interpleader Complaint. Bizfund, LLC is without sufficient information or belief in which to respond to Clause 3 of Paragraph 9 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
10. Bizfund, LLC admits Paragraph 10 of Westrock CP, LLC's Interpleader Complaint.

SUMMARY OF ACTION

11. Bizfund, LLC admits Clause 1 of Paragraph 11 of Westrock CP, LLC's Interpleader Complaint. Bizfund, LLC is without sufficient information or belief in which to respond to each of the remaining clauses of Paragraph 11 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.

FACTS

12. Bizfund, LLC admits Paragraph 12 of Westrock CP, LLC's Interpleader Complaint.

13. Bizfund, LLC admits Paragraph 13 of Westrock CP, LLC's Interpleader Complaint.

14. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 14 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.

15. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 15 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.

16. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 16 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.

17. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 17 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.

18. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 18 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
19. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 19 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
20. Bizfund, LLC admits paragraph 20 of Westrock CP, LLC's Interpleader Complaint.
21. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 21 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
22. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 22 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
23. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 23 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
24. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 24 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
25. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 25 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.

COUNT ONE

COMPLAINT FOR STATUTORY INTERPLEADER

26. In response to Paragraph 26 of Westrock CP, LLC's Interpleader Complaint, Bizfund, LLC incorporates each and every response to Paragraphs 1 through 25 hereinabove and as if each were set forth herein.
27. Bizfund, LLC admits Paragraph 27 of Westrock CP, LLC's Interpleader Complaint.
28. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 28 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
29. Bizfund, LLC admits Paragraph 29 of Westrock CP, LLC's Interpleader Complaint.
30. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 30 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.
31. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 31 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same. Bizfund, LLC demands that Westrock CP, LLC turnover all documentation (contracts, invoices, and claims asserted by the Interpleader Defendants named hereinabove) prior to being discharged from this Interpleader action.
32. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraph 32 of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.

WESTROCK'S AD DAMNUM CLAUSE

33. Bizfund, LLC is without sufficient information or belief in which to respond to Paragraphs "a" through "g" of Westrock CP, LLC's Interpleader Complaint; and therefore, denies same.

WHEREFORE, Bizfund, LLC claims entitlement to payment for all outstanding advances on future receivables, all outstanding advances on past due receivables, and all outstanding invoices for services and/or goods provided by Wall Timber Products, Inc. to the Plaintiff, Westrock CP, LLC, in the amount of \$223,080.70 and further prays, if the Court grants interpleader, to enter judgment in Bizfund, LLC's favor, and against the stake provided by Westrock CP, LLC, in the amount of \$223,080.70, and for such other and further relief as this Court deems just and proper.

This the 24th day of January, 2019.

/s/Bryan S. Kaplan
Bryan S. Kaplan, Esq.
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